

Student Terms and Conditions

2025-2026

Distance and flexible learning programmes

TABLE OF CONTENTS

	Important information regarding the Terms and Conditions				
	1	Introduction	4		
BEFOR	BEFORE YOU REGISTER				
	2	Application	7		
	3	Evidence of Qualifications	8		
	4	Offers	8		
	5	Changes to an Offer	9		
	6	Changes to the Programme prior to Registration	9		
REGISTERING AS A STUDENT					
	7	Acceptance of an Offer	11		
	8	Changes to General Regulations and Policies and Procedures	11		
	9	Changes to the Programme after Registration	11		
	10	Studying on the Programme	14		
	11	Fee Payment and Payment Methods	15		
	12	Variations to Programme Fees	18		
	13	Registration Fee	18		
	14	Continuing Registration Fee	18		
	15	University of London Recognised Teaching Centres	19		
	16	Student Withdrawal or Interruption of Studies	19		
	17	Non-Payment or Late Payment of Fees	19		
	18	Liability	20		
	19	Our Right to Cancel	21		
	20	Your Right to Cancel	22		
	21	Complaints Procedures	24		
	22	Disciplinary Offences	25		
	23	Intellectual Property	25		
	24	Data Protection	25		
	25	General	25		
	Schedul	e 1 – Data Protection Schedule	27		
	Appendi	Appendix 1: Model Cancellation Form			

IMPORTANT INFORMATION REGARDING THE TERMS AND CONDITIONS

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These Student Terms and Conditions are administered by the University of London Worldwide. The study of programmes through the School of Advanced Study and the University of London Institute in Paris or at federation members of the University of London are governed by separate student terms and conditions. Please see <u>here</u> for the student terms and conditions if you are studying a programme at University of London Institute in Paris and please see <u>here</u> for the student terms and conditions if you are studying a programme federation member of the University of London.

Below is a summary of the key changes made to these Student Terms and Conditions, compared to the 2024-25 Student Terms and Conditions:

- Clarification that students need to re-register with the University for each subsequent year of study and accept new terms and conditions each year (otherwise Programme and Module materials will not be released to them).
- 2) Clarification that students must pay where applicable a non-refundable application fee when they submit their application for a Programme.
- 3) Clarification that if the University cancels a Programme before a student registers for that Programme, they will receive a refund of all Programme Fees, paid in full.
- 4) If the University changes or withdraws a Programme (in each case prior to registration), or the University makes a substantial change to a Programme after the student has registered on the Programme, and a student transfers to an alternative University programme as a result, if the alternative University programme that the student transfers to has a higher tuition fee rate to the Programme the student accepted their Offer for, they will not be charged this higher tuition fee rate and instead will only be liable to pay the tuition fee rate for the Programme they initially accepted their Offer for.
- 5) Clarification of when the University may make changes to its General Regulations and Policies and Procedures, and how and when students will be notified of such changes.
- 6) If the University makes a substantial change to a Programme or Module, whether it is deemed to be a substantial change will be as reasonably determined by the University. If a student is unhappy with the substantial change, then the University will use reasonable efforts to transfer the student to an alternative University programme for which they are qualified, or the student may withdraw.

- 7) Included further information in relation to the University discontinuing or varying a Module, including how students would be notified of such a change.
- 8) Students may be able to apply for a full or partial refund of Programme Fees and/or compensation if their Programme is changed or withdrawn.
- 9) Clarification that:
 - a. the Fees Schedule only includes the Programme Fees for the first Academic Year; and
 - b. the Programme Fees do not include fees payable to a Recognised Teaching Centre, the cost of travel to a Recognised Teaching Centre or the cost of text books.
- 10) The University may pass on any sales or local tax to students, including a change in the rate of such sales or local tax.
- 11) The University reserves the right to vary Programme Fees after the first year of study by up to 5% on the previous year's fees, subject at all times to any Government cap.
- 12) Clarification that if a student's Programme requires them to attend classes at a University of London Recognised Teaching Centre, then they will need to pay fees directly to the Recognised Teaching Centre and may need to enter into a separate contract with the Recognised Teaching Centre.
- 13) The University has increased its liability under the Student Terms and Conditions to the total value of Programme Fees paid or payable.
- 14) The University has additional rights to terminate the contract if the student is in breach of the Student Terms and Conditions.
- 15) If a student is suspended from their Programme or has their contract terminated by the University, they may be excluded or prevented from attending online lectures, classes and seminars, and use of the University's services.
- 16) If the Programme starts within the Cancellation Period, and the student then terminates their contract within the Cancellation Period, they may be liable to pay a proportion of their Programme Fees.
- 17) If a student interrupts or withdraws from a Programme during the Cancellation Period (but have received teaching during the Cancellation Period) or after the Cancellation Period has expired, they will not be entitled to a refund of their tuition fees, unless the circumstances summarised below apply. They may also be charged a £50 administration fee.

- 18) If a student interrupts or withdraws from a Programme after the Cancellation Period has expired and they have not accessed the Programme content, if there are mitigating circumstances, the University may refund a proportion of the tuition fees.
- 19) If a student interrupts or withdraws from a Programme after the Cancellation Period has expired and they have not accessed the Programme content and paid their tuition fees for the entire Programme in advance, the University may refund a proportion of the tuition fees.

1 INTRODUCTION

- 1.1 By accepting your Offer, or by continuing your registration, you accept these Terms and Conditions in full which along with:
 - 1.1.1 your Offer;
 - 1.1.2 the Programme Specification; and
 - 1.1.3 the Policies and Procedures,

which together form the Contract between the University ("us", "we", "our", or the "University") and you ("you" or "your") for this Academic Year. If you have any questions or concerns about your Contract with us, you should contact us using the Contact Us link on our website before accepting the Offer. Where any words are capitalised throughout these Terms and Conditions, they shall have the meanings set out below.

1.2 These Terms and Conditions apply to students who register with the University for undergraduate and postgraduate modules and qualifications. They apply to the study of modules that start in the academic year 2025-26 and to any qualification that these modules may be studied towards. You will be required to re-register with us for each subsequent year of your studies after the first Academic Year and accept new terms and conditions each year, which will form a new contract between you and the University, replacing your previous contract with us. We will provide you with a summary of the changes we make to the terms and conditions each year.

1.3 **Definitions**

In these Terms and Conditions:

Term	Meaning
"Academic Year"	for the purposes of this document, this means the period of your current registration. An Academic Year starts on 1 August and ends on 31 July. There may be entry points throughout this period. Students are expected to study for their session dates and these may continue into the next Academic Year period.
"Advice Letter"	has the meaning set out in clause 4.2.
"Application Fee"	means the non-refundable fee (specified in the Fee Schedule) for your application to be considered by us.
"Cancellation Date"	has the meaning set out in clause 20.2.
"Continuing Registration Fee"	means the fee which you are required to pay (where applicable) in order to re-register with us for each Academic Year after the first year of your studies. This includes the module fee for any additional modules where fees are paid module by module without a specific Continuing Registration Fee.
"Contract"	means the agreement between you and us in relation to you studying a Programme through the University. These Terms and Conditions, including their schedule(s), the Programme Specification, the Offer and the Policies and Procedures form the Contract.
"Fee Payment Methods"	means the payment methods set out on our website.
"Initial Registration Fee"	means the fee you are required to pay to register with us for your first Academic Year. For some Programmes, this may be included in a module fee as indicated in the <u>published fee schedule</u> for the relevant Programme.
"Module"	means your prospective or registered module of study with the University.
"Offer"	means an unconditional offer to you from the University of a place on a Programme.
"Policies and Procedures"	means the policies, procedures and other regulations in force from time to time that are relevant to the Programme and that are listed in clause 1.4.
"Programme"	means your prospective or registered programme of study with the University.

Term	Meaning
"Programme Fees"	means fees payable to the University which include, where applicable, the Initial Registration Fee, Continuing Registration Fees, module/course fees, and assessment entry fees as indicated in the <u>published fee schedule</u> for the relevant Programme.
"Programme Specification"	means the specification for each individual Programme on the webpage <u>https://london.ac.uk/courses</u> as at the date you enrol onto a Programme.
"Registration Deadline"	means the last date for online registration with us as notified to you in the Offer.
"Study Session"	means a defined period of time allocated for the study of a specified module, or modules.
"Terms and Conditions"	means these terms and conditions including all schedules.
"University"	means the University of London, an exempt charity and statutory corporation (number RC000661) with headquarters at Senate House, Malet Street, London WC1E 7HU.
"University of London Recognised Teaching Centre"	means a teaching centre that supports students studying for the Programme and is recognised under the University of London Teaching Centres Recognition Framework (TCRF) with the University.
"University of London Student Complaints Procedures and Academic Appeals Procedures"	means our Academic Appeals Procedures and Student Complaints Procedures which can be found by accessing the links set out in clause 1.4.5.
"Virtual Learning Environment"	means the virtual learning environment that provides you with access to your Programme materials. This includes the University of London Virtual Learning Environment or, where applicable, external platforms, such as 2U or Coursera.

1.4 There are other regulations, policies and procedures which apply to your registration (or continuing registration) at the University and your Programme. Details of the regulations, policies and procedures can be found in the table below. It is your responsibility to read these documents carefully as they form part of the Contract between us and you. You acknowledge that you may be required to accept a third party's terms to use their platform or software for the delivery of your Programme or assessments.

	Document	Location of Document
1.4.1	University of London	Statutes and Ordinances University of London
	Statutes, Ordinances and Regulations	Academic Regulations University of London
1.4.2	General Regulations	http://www.london.ac.uk/regs
1.4.3	Programme Specifications	Located on the individual Programmes webpage https://london.ac.uk/courses
1.3.4	Programme Regulations	http://www.london.ac.uk/regs
1.4.5	University of London	
	Student Complaints Procedures	Student complaints procedure (london.ac.uk)
	Academic Appeals Procedures	Academic appeals procedure (london.ac.uk)
1.4.6	Intellectual Property Policy – Part E of the policy applies to students	https://london.ac.uk/sites/default/files/governance/in tellectualpropertypolicy.pdf
1.4.7	Data Protection Policy	https://london.ac.uk/about-us/how-university- run/policies/data-protection-policy
1.4.8	Fees Schedule	https://london.ac.uk/applications/costs-your- course/course-fees
1.4.9	University of London Refund and Compensation Policy	https://london.ac.uk/applications/costs-your- course/how-pay-your-fees
1.4.10	VLE Code of Conduct	https://london.ac.uk/about-us/how-university- run/policies/vle-code-conduct
1.4.11	Portal Terms and Conditions	https://my.london.ac.uk/terms-and-conditions
1.4.12	Student Privacy Notice	https://london.ac.uk/about-us/how-university- run/policies/data-protection

BEFORE YOU REGISTER

2 APPLICATION

2.1 You may be required to pay a non-refundable Application Fee when you submit your application. We will only assess your application once you have paid the Application Fee relevant to your Programme (if applicable).

- 2.2 It is your responsibility to ensure that all of the information, which you provide to us, is true, accurate, and complete, and that you have not omitted any key information.
- 2.3 If we discover that your application contains incorrect or fraudulent information or if you are found to have omitted key information from your application, we may withdraw or amend any Offer, or act in accordance with the General Regulations. If such information is discovered after you have registered with us or after you graduate, we have the right to terminate your registration without compensating you and/or revoke any subsequent award.

3 EVIDENCE OF QUALIFICATIONS

Where we require satisfactory evidence of your qualifications:

- 3.1 Before receiving your Offer, you will be required to provide or facilitate the provision of verified copies of your transcripts and/or certificates. Acceptable means of providing these documents and their verification are set out on the <u>website</u>.
- 3.2 The University randomly samples and audits the authenticity of the documentation provided to us under clause 3.1. We will normally request evidence of your qualifications directly from the awarding body. If we do not receive evidence to our satisfaction, this may prevent us from making you an Offer.

4 OFFERS

- 4.1 If you meet the academic requirements and any other applicable requirements for admission upon making your application to us, we will make you an Offer.
- 4.2 If you do not yet meet the requirements for admission upon making your application to us, you will receive an advice letter setting out any outstanding academic and/or other requirements for admission that you will need to satisfy within a timeframe set out in that letter (an "**Advice Letter**").
- 4.3 Once you notify us that you have satisfied any outstanding requirements and have provided evidence that is acceptable to us, both within the timeframe set out in the Advice Letter, we will make you an Offer.
- 4.4 If you have not satisfied the outstanding requirements within the timeframe set out in the Advice Letter, your application and the content of the Advice Letter will be deemed to have expired, and you will have to reapply.

5 CHANGES TO AN OFFER

5.1 We may make changes to the Offer at any time before you accept it. These include (but are not limited to) extending the date by which you must accept the Offer. Any changes to the Offer will not include changes to the Programme. You can choose to accept or reject your revised Offer, without any liability to you.

6 CHANGES TO THE PROGRAMME PRIOR TO REGISTRATION

- 6.1 Due to the period between prospectus publication and your registration, circumstances may arise where it is necessary to make changes to the Programme, Modules or services described in the Offer or Programme Specification.
- 6.2 Examples where changes may be made or required are (without limitation):
 - 6.2.1 where changes are in students' overall interests, for example because of developments in teaching practice or technology, or new assessment methods;
 - 6.2.2 to improve the quality of the educational services;
 - to meet the latest requirements of regulators, a commissioning or accrediting body;
 - 6.2.4 in response to student feedback;
 - 6.2.5 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
 - 6.2.6 where the University decides for academic or operational reasons to revise the compulsory or optional modules that are available; and/or
 - 6.2.7 due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Programme or Modules as described in your Offer and prospectus and marketing information.
- 6.3 We will use reasonable efforts to ensure that changes are kept to a minimum, but if we are required to make any material changes to your Programme or Modules (as described in the Offer and/or Programme Specification) before you register at the University, we shall bring these to your attention as soon as possible. If you are unhappy with the proposed change/s, you may either withdraw your application for

the Programme or apply to another programme offered by us for which you are qualified. Where you withdraw your application in these circumstances, any Programme Fees paid by you will be refunded.

6.4 Cancellation of Programme

- 6.4.1 We will use all reasonable efforts to deliver all Programmes described in the prospectus and in your Offer, however circumstances may arise where we are required to cancel your Programme. Examples where Programme closure may be made or required are (without limitation):
- 6.4.2 there are insufficient student numbers either to make a Programme viable or to deliver a quality student experience; or
- 6.4.3 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of University staff, or by other resources (e.g. temporary staff) that the University would normally engage in such circumstances.
- 6.4.4 If you have received an Offer for any Programme, but we discontinue the Programme **prior to your registration** with the University, we will notify you as soon as possible and, where possible, we will recommend an alternative University programme for which you are qualified. If we are unable to provide a suitable alternative programme, or if you are unhappy with the recommended alternative programme, you may withdraw your application. Where you withdraw your application in these circumstances, any Application Fee and Programme Fees paid by you will be refunded in full.
- 6.4.5 Where we make a change to, or withdraw, your Programme (in each case prior to registration) and you transfer to an alternative University programme as a result, if the alternative University programme that you transfer to has a higher tuition fee rate to the Programme you accepted your Offer for, you will not be charged this higher tuition fee rate and instead you will only be liable to pay the tuition fee rate for the Programme you initially accepted your Offer for.

REGISTERING AS A STUDENT

7 ACCEPTANCE OF AN OFFER

- 7.1 If you have met all the academic and/or other requirements for admission and have received an Offer from us, you can accept the Offer by registering with us online by the Registration Deadline.
- 7.2 If you do not register with us online by the Registration Deadline, your Offer will lapse.

8 CHANGES TO GENERAL REGULATIONS AND POLICIES AND PROCEDURES

- 8.1 You should be aware that the General Regulations and Policies and Procedures may be amended from time to time by the University to ensure that the University operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Any changes will be appropriately notified to students via email or the website.
- 8.2 Any changes made under this clause 8 will normally come into effect at the start of the next Academic Year.
- 8.3 The updated General Regulations, and Policies and Procedures will be made available on the University's website and may be publicised by other means so that students are made aware of any changes, including via email, on the Student Portal and on the VLE.

9 CHANGES TO THE PROGRAMME AFTER REGISTRATION

- 9.1 Once you have registered as a student of the University, we will use all reasonable efforts to deliver your Programme and Modules as per the terms of the Contract. However changes to your Programme or Modules may have to be made for the reasons outlined in clause 6.2.
 - 9.1.1 We reserve the right to make minor variations to the Programme or Modules. Examples of "minor variations" include (but are not limited to) minor changes to the content of Programme or Modules which do not impact on the learning outcomes or changes to Programme or Module titles.

- 9.1.2 We will notify you of these changes by posting the updated Programme or Module information on our website and drawing the specific changes to your attention and, where reasonably practicable, notifying you via email (whether to you specifically or generally to the UoL student population).
- 9.1.3 In circumstances where it is necessary to make a substantial change to your Programme or Module(s) (as against the commitments made in your Offer and/or Programme Specification and as reasonably determined by us), we will consult with you before final decisions are made and consider your concerns and potential alternatives or steps to minimise the impact on your studies. We will assess these against the needs of the wider student body. If you are unhappy with the substantial change(s) to your Programme or Module(s), then we will use all reasonable efforts to transfer you to a suitable alternative University programme for which you are qualified, or you may cancel the Contract with immediate effect by notifying us via the Student Portal and withdraw from the Programme.
- 9.1.4 Where we make a substantial change to your Programme after you have registered on your Programme and you transfer to an alternative University programme as a result, if the alternative University programme that you transfer to has a higher tuition fee rate to the Programme you accepted your Offer for, you will not be charged this higher tuition fee rate and instead you will only be liable to pay the tuition fee rate for the Programme you initially accepted your Offer for.
- 9.1.5 If you decide to terminate your Contract, you will not incur any further Programme Fees and you may be entitled to a full or partial refund of Programme Fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Refund and Compensation Policy).

9.2 Discontinuing a Programme

9.2.1 If we discontinue your Programme and we are unable to complete delivery of the Programme, we will inform you as soon as is reasonably possible. In such circumstances we will endeavor to offer the Programme for a period of up to 5 years from such notification or until the last student has completed their studies, if this is sooner.

- 9.2.2 If, following such notice, we are unable to offer the Programme for a period of up to 5 years or until the last student has completed their studies, if this is sooner, then we will use all reasonable efforts to transfer you to a suitable alternative University programme for which you are qualified. Where you transfer to an alternative University programme which has a higher tuition fee rate to the Programme you accepted your Offer for, you will not be charged this higher tuition fee rate and instead you will only be liable to pay the tuition fee rate for the Programme you initially accepted your Offer for.
- 9.2.3 If we are unable to provide a suitable alternative programme, or if you are unhappy with the recommended alternative programme, you may cancel the Contract with immediate effect by notifying us via the Student Portal and withdraw from the Programme. The effect of terminating your Contract is that you will not incur any further Programme Fees and you may be entitled to a full or partial refund of Programme Fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Refund and Compensation Policy).

9.3 Discontinuing or varying a Module

- 9.3.1 If a Module syllabus is substantially revised, a new requisite for a Module is introduced or the assessment method for a Module changes we will inform you as soon as is reasonably possible. We would consider this to be a minor variation to the Module. In such circumstances we will endeavor to offer the Module for a period of up to 1 year from such notification or until the last student has completed the Module, if this is sooner.
- 9.3.2 Where there is good reason to believe the quality of the learning experience may be compromised (for example, only a small number of students has elected to study a particular module), we may no longer produce an elective (or optional) Module at short notice. Where this occurs, we will continue, whenever possible, to offer a range of modules from which to choose. In all cases the number of modules offered will not be fewer than the maximum required to progress on your Programme.

9.4 Refund and Compensation Policy

9.4.1 If we change your Programme or discontinue your Programme in accordance with this clause 9, you may be eligible to apply for a full or partial refund of your Programme Fees and/or compensation. Please view the <u>University of London</u> <u>Refund and Compensation Policy</u> for further information.

10 STUDYING ON THE PROGRAMME

- 10.1 We shall use all reasonable efforts to deliver your Programme with reasonable care and skill and in accordance with the description in your Offer, the Programme Specification and the Policies and Procedures.
- 10.2 You shall:
 - 10.2.1 comply with these Terms and Conditions;
 - 10.2.2 comply with the University's General Regulations and Policies and Procedures;
 - 10.2.3 use all efforts to fulfil the academic requirements of your Programme and Modules in accordance with the terms of the Contract and the Policies and Procedures, including but not limited to ensuring that all work you submit is entirely your own, that you submit all coursework and other assignments, attend examinations, complete any online assessments, attend any live and seminars classes, and any such other teaching forums provided by us;
 - 10.2.4 ensure that you have appropriate access to a suitable computer with microphone and web camera, an appropriate internet connection, and any related requirements as set out in your Programme Specification which will include particular requirements relating to portable computers and mobile telephone devices to receive codes for multifactor authentication if necessary for your Programme; and
 - 10.2.5 if required, re-register with us for each subsequent year of your studies after the first Academic Year. Until you re-register, we will not release the relevant Programme and Module materials to you, including through the Virtual Learning Environment.
- 10.3 Your Programme will be delivered online using distance learning methods. You acknowledge that degrees obtained by online and distance learning are not always

recognised by relevant authorities such as ministries of education or regulators, including for the purposes of public sector employment or further study. You recognise that it is solely your responsibility to check the position regarding such recognition in your local jurisdiction before registering for an online and distance learning degree, whether or not supported by a University of London Recognised Teaching Centre.

10.4 You recognise that your registration may be terminated on academic grounds (other than failure in a prescribed examination) under the circumstances set out in the University's Ordinances at clause 1.4.1.

11 FEE PAYMENT AND PAYMENT METHODS

- 11.1 You agree to pay all fees required for your Programme or Module by the deadline specified in the Fee Schedule. These consist of Programme Fees and any applicable charges associated with your study with us. Information in relation to your Programme Fees and how to pay can be found in the Fees Schedule. Fees are only payable in accordance with the Fee Payment Methods.
- 11.2 The following elements of the Programme Fees, as applicable, are non-transferable within the same Academic Year and cannot be carried forward to subsequent Academic Years:
 - 11.2.1 Initial Registration Fee; and/or
 - 11.2.2 Continuing Registration Fee; and/or
 - 11.2.3 Assessment entry fees.
- 11.3 Any fees payable to external parties, including, where applicable, examination centres (including those to a University of London Recognised Teaching Centre in accordance with clause 15.1) or fees payable to third party payment processors, are your sole responsibility.
- 11.4 You acknowledge that, where applicable and in line with our Fees Schedules in clause 1.4.8, certain fees are not included in your Programme Fees and are payable to us separately. These include fees payable to a Recognised Teaching Centre and fees charged by your examination centre for examinations.

- 11.5 The published fees do not include costs for travel to your Recognised Teaching Centre or for your examinations. While we endeavour to provide as many readings as possible through our Online Library, some programmes may require you to purchase textbooks.
- 11.6 Where the University is required to pay local taxes or charges to relevant authorities in connection with your course of study, we will add these charges to your Programme Fees.
- 11.7 During your Programme, if the University has determined that your Programme is subject to local taxes or charges in your country of residence, we reserve the right to pass on any such local taxes or charges to you. The University also reserves the right to pass on any change in the rate of local taxes or charges to you.
- 11.8 The University will give affected students as much notice as reasonably possible of any liability for local taxes or charges or a change in the rate of local taxes or charges. Further details (including the amount of any local taxes or charges for your first Academic Year) will be included in the Fees Schedule.
- 11.9 Funding via the Student Loans Company
 - 11.9.1 Where we are informed directly by the Student Loans Company of approved undergraduate loan funding, the relevant body will be invoiced directly for payment. Any balance of fees not covered by such funding will be invoiced to you.
 - 11.9.2 If you receive postgraduate loan funding directly from the Student Loans Company, you are responsible for making payments to the University directly.
 - 11.9.3 It is your responsibility to ensure that you apply to the Student Loans Company for undergraduate and postgraduate funding on an annual basis.
 - 11.9.4 If the payment of your undergraduate or postgraduate loan from the Student Loans Company is delayed, then the deadline for paying undergraduate fees may be extended by up to 8 weeks and the deadline for paying postgraduate fees may be extended by up to 10 weeks.
 - 11.9.5 If we have not been notified of your agreed tuition fee loan within the periods specified in clause 11.9.4, the University will contact you for an update. You will be required to provide an update within 7 days from the date of contact. If this

is not received, the Programme Fees will be transferred to your student account, and you will be responsible for paying your Programme Fees which will affect your access to services.

- 11.10 Sponsored Students
 - 11.10.1 If you are being partly or fully sponsored by an external corporate body (not a friend or relative) agreeing to pay your Programme Fees, you should provide a valid sponsor letter on or before enrolment. Further information on what documentation should be provided at enrolment is available here. Any balance of fees not covered by such funding will be invoiced to you.
 - 11.10.2 The invoice for your Programme Fees as a sponsored student will be sent directly to the sponsoring organisation. Payment of the invoice is due 30 days from the invoice date or by the Programme registration deadline (whichever is earlier). If you have been allowed to register for their Programme after the registration deadline, the due date for the invoice is the invoice date and immediate payment is due. No Programme materials will be released to you until the invoice has been paid and payment has been received in full by the University.
 - 11.10.3 In the event of non-payment of part or all fees by the sponsoring organisation, the outstanding amount will be invoiced to you and shall be payable within 14 days. If you are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to you in the same way as for other self-funding students, and the amount and date(s) for payment will be specified in the Fee Schedule.
 - 11.10.4 If a third party is paying all or part of your fees on your behalf, you will remain liable for the payment of those fees in all respects, including (without limitation) the consequences of non-payment, late payment or failed payment by the third party.
- 11.11 Voucher Codes (Approved Sponsor)
 - 11.11.1 If your Programme Fees are to be paid by an approved sponsor and you have been issued with a voucher code, you must enter your voucher code when you apply for your Programme.

11.11.2 Any balance of fees not covered by such voucher code will be invoiced to you.

12 VARIATIONS TO PROGRAMME FEES

- 12.1 Details of your Programme Fees and any other fees will be set out in the Fee Schedule. Your Programme may last several years, and the University reserves the right to increase your Programme Fees each year, reflecting the changes in costs of delivering your Programme, improving the educational services we provide to you, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew the University's facilities and inflation. The University therefore reserves the right to increase Programme Fees annually to recognise these changes (as set out in clause 12.2 below).
- 12.2 In any event, a Programme Fee increase for current students shall not exceed a 5% (five per cent) increase on the previous Academic Year's fee for the Programme in question, subject at all times to the Programme Fees not exceeding any cap imposed by Government from time to time.

13 REGISTRATION FEE

- 13.1 To register for your first Academic Year, you may be required to pay an Initial Registration Fee, if specified in the applicable Fee Schedule. Until the Initial Registration Fee is paid in full:
 - 13.1.1 you cannot register with us for your first year of studies; and
 - 13.1.2 we will not release your first year Programme materials to you, including through the Virtual Learning Environment.

14 CONTINUING REGISTRATION FEE

- 14.1 If the Fee Schedule states that you are required to pay a Continuing Registration Fee, you must pay the Continuing Registration Fee annually when requested for each subsequent year of your studies, after the first Academic Year.
- 14.2 Until the Continuing Registration Fee is paid in full:
 - 14.2.1 you cannot re-register with us;

- 14.2.2 we will not release the relevant Programme materials to you, including through the Virtual Learning Environment; and
- 14.2.3 you will not be able to enter any assessments for the Academic Year.
- 14.3 Where no Continuing Registration Fee is payable, you may still be required to reregister with us for each subsequent year of your studies after the first Academic Year. Until you re-register, we will not release the relevant Programme materials to you, including through the Virtual Learning Environment.

15 UNIVERSITY OF LONDON RECOGNISED TEACHING CENTRES

- 15.1 If your Programme requires you to attend classes at a University of London Recognised Teaching Centre, you will have to pay fees directly to that Recognised Teaching Centre, which may include an additional application fee, tuition fees and other costs for use of their facilities. These fees are in addition to any fees payable to the University as set out in the Fee Schedule. This clause 15.1 also applies if you choose to attend classes at a University of London Recognised Teaching Centre or an independent teaching centre. Your relationship with either a Recognised Teaching Centre or an independent teaching centre will be governed by other terms, which fall outside of this Contract.
- 15.2 Further information in relation to University of London Recognised Teaching Centres is available <u>here</u>.

16 STUDENT WITHDRAWAL OR INTERRUPTION OF STUDIES

- 16.1 Where you withdraw from a Programme or interrupt your studies, any requests for a refund will be dealt with in accordance with the <u>University of London Refunds and</u> <u>Compensation Policy</u>.
- 16.2 For more information in relation to deferring your Programme, please see <u>here</u>.

17 NON-PAYMENT OR LATE PAYMENT OF FEES

17.1 If you do not pay your Programme Fees in accordance with the payment terms set out in the Fee Schedule we will send you a written notification requesting that you make payment within 14 days. If you fail to pay by the date specified in the written notification one or more of the following may happen:-

- 17.1.1 we may suspend or withhold all education-related services and facilities (including provision of Programme materials, assessment entry, Virtual Learning Environment services, and provision of student support);
- 17.1.2 you may not be allowed to sit your examinations and we reserve the right not to allow you to register for the next Academic Year or next Study Session;
- 17.1.3 if you are in the final year of your Programme, we may not release your certificate, a letter of confirmation of award, Programme results, transcript, diploma or award; and/or
- 17.1.4 you may not be able to attend your graduation ceremony.
- 17.2 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies and to charge interest on unpaid fees if we are required to issue court proceedings to recover any unpaid fees.

18 LIABILITY

- 18.1 The University does not seek to limit or exclude its liability for death or personal injury arising out of the University's negligence or fraud or fraudulent misrepresentation or for any other liability which the University cannot limit or exclude by law.
- 18.2 Subject to Clause 18.1, the University (including its staff and/or representatives) shall have no liability to you for:
 - 18.2.1 any loss, damage, costs or expenses arising under or in connection with this Contract except where such loss or damage is directly caused by the University (or its staff or representatives);
 - 18.2.2 any losses that were not reasonably foreseeable to both parties when the Contract was formed (these are often referred to as indirect or consequential losses) and the University does not accept liability for loss of opportunity or loss of profit; and
 - 18.2.3 any loss or damage to or theft of your personal property, and you are advised to arrange appropriate insurance against risk of loss or damage or theft of your personal property.

18.3 Subject to Clause 18.1, any remaining liability or any other liability of the University in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the total value of the Programme Fees paid or payable by you or on your behalf to the University for your Programme.

19 OUR RIGHT TO CANCEL

- 19.1 Subject to us complying with the General Regulations and Policies and Procedures, we may cancel the Contract at any time with immediate effect by giving you written notice if:-
 - 19.1.1 you do not meet the minimum credits required for registration as set out in your Programme Regulations;
 - 19.1.2 you fail to return after a period of interruption of studies;
 - 19.1.3 you do not register with us for two consecutive Academic Years;
 - 19.1.4 you have failed to meet the conditions of your Offer, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Programme (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
 - 19.1.5 you do not pay your Programme Fees within 30 days of us notifying you that your fees are outstanding;
 - 19.1.6 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Programme to you;
 - 19.1.7 you have failed to meet the requirements of your Programme or fail to make sufficient academic progress, as set out in the General Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results) and determined by the Board of Examiners;
 - 19.1.8 you are found guilty of a serious breach of the General Regulations and/or ourPolicies and Procedures at a disciplinary hearing; or

- 19.1.9 you break the Contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so.
- 19.2 If we cancel the Contract in accordance with clause 19.1, you may be charged pro rata Programme Fees up to the date of termination. We will invoice you for any outstanding Programme Fees, which will be payable within 14 days of the date of invoice. We will refund any Programme Fees which you have overpaid (if, for example, you have paid your Programme Fees in advance) within 14 days of the date of termination.
- 19.3 If you are suspended from participation on your Programme, you may be excluded from attending online lectures, classes or seminars, using our services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of the University at our reasonable discretion.
- 19.4 If the Contract has been terminated (for any reason), you will no longer be entitled to attend online lectures, classes or seminars, use our services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the University.

20 YOUR RIGHT TO CANCEL

- 20.1 As you are entering into this Contract remotely (i.e. there has been no face-to-face contact between the University and you at the time you register with us) you may cancel this Contract for any reason during a 14 day cancellation period. This will start on the later of:
 - 20.1.1 the date you pay your Initial Registration Fee; or
 - 20.1.2 the date you are first given access to Programme materials on the Virtual Learning Environment,

(the "Cancellation Period").

20.2 To cancel the Contract within the Cancellation Period, you must clearly inform us of your decision to cancel through the <u>portal</u> or by using the model cancellation form in Appendix 1. The date we receive your notice is the effective date of termination (the "**Cancellation Date**").

- 20.3 Subject to clauses 20.4 and 20.5, if you have made any payment, or any payment has been made on your behalf under this Contract before the Cancellation Date, excluding payment of the Application Fee, then we will provide you with a full refund as soon as reasonably possible but in any event:
 - 20.3.1 within 14 days of the Cancellation Date; or
 - 20.3.2 if the University provided you with physical materials as part of your Programme, within 14 days of the University receiving returned physical materials or receiving satisfactory evidence that the materials have been returned, whichever is earlier.
- 20.4 Where you have received any physical materials (for example, text books), the University may request the return of these materials and you will have to bear the direct cost of returning these to us in case of cancellation. Where you have received any licensed digital materials, these should not be accessed without specific instruction from your Programme Director. If you fail to return the physical materials to us, or access the licensed digital materials without specific instruction, we will deduct the cost of the physical materials or the licensed digital materials, as applicable, from the monies you have paid to us, prior to making the refund.
- 20.5 We may make a deduction from the refund for loss in value of any materials supplied, if the loss is the result of unnecessary handling by you.
- 20.6 Any refund will normally be made using the same means of payment you used for the initial transaction. The credit balance of cancelled Programme Fees can be retained on your student fees accounts for future fees instead of being refunded. You can however request a refund of cancelled fees via your <u>Student Portal</u>.
- 20.7 The University will process all refunds in sterling (GBP) and will not be liable for any variance due to foreign exchange rate fluctuations.
- 20.8 If your Programme is due to begin prior to the Cancellation Period then, by accepting your Offer, you are expressly agreeing that the Programme should begin within the Cancellation Period. If you then decide to withdraw from your Programme within the Cancellation Period you may be liable to pay a proportion of your Programme Fees.
- 20.9 If you interrupt or withdraw from your Programme during the Cancellation Period (but have received teaching during the Cancellation Period) or after the Cancellation

Period has expired, you will not be entitled to a refund of your tuition fees, unless the circumstances in clauses 20.10 or 20.11 apply.

- 20.10 If you interrupt or withdraw from your Programme after the Cancellation Period has expired and have not accessed the Programme content, if there are mitigating circumstances, the University may refund a proportion of your tuition fees. Any such case will be considered on its own merit and any decision taken will be at the discretion of the University.
- 20.11 If you interrupt or withdraw from your Programme after the Cancellation Period has expired and have not accessed the Programme content and paid your tuition fees for the entire Programme in advance, the University may refund a proportion of your tuition fees.
- 20.12 If you interrupt or withdraw from your Programme in accordance with clause 20.9, the University reserves the right to charge you a £50 administration fee, which will be deducted from any refund made to you. Further details in relation to refunds are set out in the Refund and Compensation Policy.
- 20.13 Where you withdraw from your Programme and you are funded by the Student Loans Company, the Programme Fees that you have incurred for an Academic Year which has not ended will be calculated in accordance with the Student Loans Company guidelines.

21 COMPLAINTS PROCEDURES

- 21.1 You should follow the <u>University of London Student Complaints Procedures and</u> <u>Academic Appeals Procedures</u> at clause 1.4.5 above if:
 - 21.1.1 You wish to submit a complaint against us;
 - 21.1.2 You wish to submit an appeal against the application of University regulations; and/or
 - 21.1.3 You wish to submit an academic appeal.
- 21.2 You cannot submit an appeal against the result of an assessment on academic grounds. The grounds under which an academic appeal may be submitted are detailed in the <u>University of London Student Complaints Procedures and Academic Appeals Procedures</u>.

21.3 You may also be eligible to apply for a refund and/or compensation. Please view the University of London Refund and Compensation Policy for further information.

22 DISCIPLINARY OFFENCES

22.1 In instances of misconduct by you (including behaviour online), we may take disciplinary action against you under the University of London Ordinances at clause 1.4.1 in these Terms and Conditions. One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from the Programme. As a consequence, you may not be entitled to any refund of Programme Fees.

23 INTELLECTUAL PROPERTY

23.1 You will comply with our <u>Intellectual Property Policy</u> at clause 1.4.6 above throughout the Programme.

24 DATA PROTECTION

- 24.1 Your application data will form part of your student record. By entering into the Contract with us, you are agreeing to us holding and processing your personal data including some special category personal data. We will process your personal data in accordance with the provisions of the attached Schedule 1 Data Protection Schedule, our <u>Data Protection Policy</u> at clause 1.4.7 above, and our <u>Student Privacy Notice</u> at clause 1.4.12 above.
- 24.2 You agree that our Data Protection Policy and Student Privacy Notice, which can be found <u>here</u>, apply to your application and throughout your registration with us.

25 GENERAL

- 25.1 In the event that the provisions of these Terms and Conditions conflict with the provisions of any of the documents listed in the table at clause 1.4, the provisions of these Terms and Conditions shall prevail.
- 25.2 Each of the clauses in these Terms and Conditions operates separately. If a clause is declared unlawful, the remaining clauses will remain in full force and effect.
- 25.3 Where a party fails to enforce its rights under this agreement, or delays in doing so, that will not mean that such party has waived its rights. Where we waive a default by

you, this will only be valid when confirmed in writing, and will not apply to any subsequent default by you.

- 25.4 These are the terms of the Contract between you and us. No other person shall have any rights to enforce any of the terms.
- 25.5 The Contract, and any other matters arising out of or in relation to the Contract, are governed by and construed in accordance with English law.
- 25.6 We and you agree to submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in relation to the Contract.

SCHEDULE 1 – DATA PROTECTION SCHEDULE

- 1. In this schedule, the following definitions shall apply:
 - 1.1 "Controller", "Personal Data", "Processing" and "Processor" shall have the meanings set out in the Data Protection Act 2018 (the "DPA") and the UK GDPR and "Process" and "Processed" shall be construed accordingly;
 - 1.2 "Data Protection Laws" means all legislation and regulatory requirements in force from time to time in the UK relating to the processing of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 (the "DPA"), (ii) the UK GDPR, (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (as amended), and (iv) any successor UK legislation, as well as the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party;
 - 1.3 "Special Category Data" shall mean Personal Data that reveals such categories of data as are listed in Article 9(1) of the UK GDPR, namely racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health or sex life and sexual orientation, genetic data and biometric data which is processed to uniquely identify a person;
 - 1.4 "Standard Contractual Clauses" means as applicable:
 - (a) the standard contractual clauses approved by the European Commission for the transfer of Personal Data to third countries issued by the European Commission Decision of 4 June 2021, as amended, varied, supplemented or substituted from time to time, as applicable in respect of transfers of Personal Data from Controllers or Processors in the EEA to Controllers or Processors in Restricted Countries;
 - (b) the addendum approved by the UK Information Commissioner's Office as amended, varied, supplemented or substituted from time to time;
 - (c) the standard contractual clauses adopted by the government of the United Kingdom, or approved by the government of the United Kingdom as updated, replaced, consolidated and/or amended from time to time, for transfers of Personal Data from Controllers or Processors in the UK to Controllers or Processors in Restricted Countries;

- 1.5 "UK GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016, as incorporated into the laws of the United Kingdom by the UK European Union (Withdrawal) Act 2018, and as amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 as may be amended, consolidated, modified, re-enacted or replaced from time to time;
- 2. The University collects, holds and Processes Personal Data about all applicants to the University and all students at the University. The University uses Personal Data provided by applicants or third parties acting for the applicant and/or students (including Personal Data from application forms) for the following purposes (the "Authorised Purposes"):
 - 2.1 to administer applications and admissions processes and procedures and attendance records after admission;
 - 2.2 to deliver and facilitate your programme of study and provide you with teaching, research and educational services and support;
 - 2.3 to monitor your performance and attendance;
 - 2.4 to enable effective communication with you including without limitation, providing you with information relating to the University's services and products, funding and/or sponsorship opportunities;
 - 2.5 to identify ways to enhance learning, teaching, assessment and the broader student experience;
 - 2.6 to provide you with and manage your use of the University facilities and services and your participation at events;
 - 2.7 to operate the University's security, disciplinary, complaint and quality assurance processes and arrangements;
 - 2.8 to administer the financial aspects of our relationship with you and any funders including processing any payments made by you to the University;
 - 2.9 for legal, personnel, administrative and management purposes including the processing of any Special Category Data which may include information about your physical or mental

health or condition in order to provide access arrangements, monitor fitness for study (or where applicable, fitness to practice), leave from study, welfare and extenuating circumstances and/or other uses as may be required by law;

- 2.10 to compile statistical and personal returns which the University may be required to publish or pass to government bodies or the Higher Education Statistics Agency (HESA);
- 2.11 for research, archiving and statistical purposes;
- 2.12 to deliver and facilitate our alumni relationship with you and to provide you with communications relating to the same; and
- 2.13 for such further purposes as specified in and in accordance with the <u>University's Data</u> <u>Protection Policy</u> and the applicable <u>Privacy Notice</u>.
- 3. The University may share your Personal Data with:
 - 3.1 third parties that process data on the University's behalf to support the University in fulfilling its obligations and responsibilities to and relationship with you under these terms and conditions or where required by law to do so. These include but are not limited to third parties who provide IT support, organisations operating antiplagiarism software on our behalf, third parties who provide apps related to our virtual learning environment, external auditors, professional accrediting bodies, third parties who conduct surveys such as the National Student Survey, Insurance brokers, insurers and other related third parties.
 - 3.2 credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations to support credit scoring, credit assessment, debt tracing or fraud and money-laundering prevention.
 - 3.3 third parties to whom the University is under a duty to disclose or share your Personal Data in order to comply with any legal or regulatory obligation, and to protect the University's rights, property, or the safety of our employees, students, or others;
 - 3.4 third parties that request data from the University in order to support or fulfil the third parties' obligations or responsibilities in relation to a contractual relationship with you, for example, a third party sponsor or employer.
 - 3.5 third parties to whom the University reasonably considers the disclosure of your Personal Data will assist in relation to the protection of your physical, mental or emotional well-being.

- 4. The University will only process your Personal Data (including Special Category Data) in accordance with the Authorised Purposes, the <u>University's Data Protection Policy</u> and the applicable <u>Privacy Notice</u> and otherwise as permitted by the Data Protection Laws.
- 5. In certain circumstances, it may be necessary to transfer your Personal Data (including Special Category Data) outside the UK and/or the EEA. In respect of such transfers, the University shall:
 - 5.1 comply with its obligations under the Data Protection Laws; and
 - 5.2 take reasonable steps to ensure an adequate level of protection for all Personal Data (including Special Category Data) transferred outside the UK and/or EEA including, where appropriate, entering into the Standard Contractual Clauses with the sub-contractor approved by the University to which Personal Data is transferred.

You must ensure that you are fully aware of the University's policies relating to data protection and data security, including the <u>University's Data Protection Policy</u> and applicable <u>Privacy Notice</u> and you agree that you shall comply with the above policies and any other policy introduced by the University from time to time to comply with the Data Protection Laws.

6. The University takes the protection of your Personal Data seriously. It is necessary for the University to protect its interests by monitoring computer usage and all communications on its networks (including office telephone networks, mobile telephones usage, social media and email systems). The University collects information on all internet user accounts, social media, email activity and call details and this information is periodically reviewed by authorised staff to ensure compliance with the University's policies and to detect any unauthorised use of the University's IT infrastructure and systems.

Note: It is important to read and understand the Terms and Conditions before proceeding.

I have read the above Terms and Conditions. I accept the above Terms and Conditions and agree to be bound by them.

APPENDIX 1: MODEL CANCELLATION FORM

To: Admissions, University of London, Senate House, Malet Street, London WC1E 7HU

I [STUDENT NAME] hereby give notice that I wish to cancel my contract with the University of London within the Cancellation Period, in accordance with my rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Name:
Name of Programme:
Address:
Signature:
Date: